

237118

**FRIEND, HUDAK & HARRIS, LLP**

ATTORNEYS AT LAW  
SUITE 1450  
THREE RAVINIA DRIVE  
ATLANTA, GEORGIA 30346-2117

(770) 399-9500  
FACSIMILE (770) 395-0000  
WEB [www.fh2.com](http://www.fh2.com)

Writer's email: [jmartin@fh2.com](mailto:jmartin@fh2.com)

June 11, 2012

**VIA OVERNIGHT MAIL**

Jocelyn Boyd  
Chief Clerk  
South Carolina Public Service Commission  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

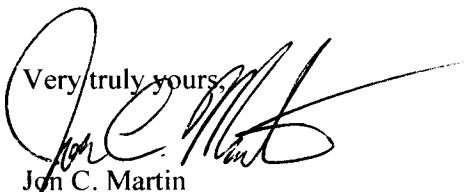
Re: Docket No. 2005-85-C – Application of Voicecom Telecommunications, LLC  
("Voicecom") for a Certificate of Public Convenience and Necessity to Provide Resold  
Long Distance Telecommunications Services and for Alternative Regulation of Its Long  
Distance Service Offerings

Dear Ms. Boyd:

Pursuant to the request of Tom Allen of the South Carolina Office of Regulatory Staff, enclosed  
is Voicecom's replacement Tariff No. 1 in connection with the above-referenced matter.

Should you have any questions regarding the foregoing, please contact the undersigned at (770)  
399-9500.

Very truly yours,



Jon C. Martin  
Counsel for Voicecom Telecommunication, LLC

JCM/jh

cc: Voicecom Telecommunications, LLC  
Charles A. Hudak, Esq.

**TELECOMMUNICATIONS SERVICES**

Applying to Resale of Intrastate  
Common Carrier Communications  
Services Between Points in the  
State of South Carolina

**AND**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

This tariff is on file with the South Carolina Public Service Commission and copies may be inspected, during normal business hours, at Voicecom Telecommunications, LLC, 5900 Windward Parkway, Alpharetta, Georgia 30005. This South Carolina Public Service Commission Tariff No. 1 replaces in its entirety the previous South Carolina Public Service Commission Tariff No. 1 of Voicecom Telecommunications, LLC.

**ALL MATERIALS IN THIS TARIFF ARE NEW**

---

Issued: June 7, 2012

Effective: June 8, 2012

**By: Dan Mell  
Chief Financial Officer  
Voicecom Telecommunications, LLC  
5900 Windward Parkway, Suite 500  
Alpharetta, Georgia 30005  
(770) 325-8000**

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	34	Original
2	Original	35	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

**SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (X) To signify a reference to other published tariffs.
- (Z) To signify a correction.

TABLE OF CONTENTS

1	<u>TECHNICAL TERMS AND ABBREVIATIONS</u> .....	8
2	<u>RULES AND REGULATIONS</u> .....	13
2.1	<u>Undertaking of the Company</u> .....	13
2.2	<u>Responsibility and Use</u> .....	13
2.3	<u>Compliance</u> .....	14
2.4	<u>Abuse</u> .....	14
2.5	<u>Call Blocking</u> .....	14
2.6	<u>Billing and Payments</u> .....	15
2.7	<u>Taxes</u> .....	17
2.8	<u>Advance Payments</u> .....	17
2.10	<u>Credit Limit</u> .....	19
2.11	<u>Indemnification by Customer</u> .....	19
2.12	<u>Customer Premises Equipment ("CPE")</u> .....	19
2.13	<u>Interconnection</u> .....	20
2.14	<u>Title</u> .....	21
2.15	<u>Interruption</u> .....	21
2.16	<u>Assignment or Transfer</u> .....	21
2.17	<u>Discontinuation</u> .....	22
2.18	<u>Restoration of Services</u> .....	23
2.19	<u>Disclaimer</u> .....	23
2.20	<u>Limitation of Liability</u> .....	24
2.21	<u>Indemnification</u> .....	25
2.22	<u>Credits and Credit Allowances</u> .....	25
2.23	<u>Minimum Service Period</u> .....	26
2.24	<u>Calling Card Services</u> .....	26
2.25	<u>Contract Service Arrangements</u> .....	26
2.26	<u>Force Majeure</u> .....	27
2.28	<u>Full Force and Effect</u> .....	27
2.29	<u>Cooperation</u> .....	27
2.30	<u>Governing Law</u> .....	27
3	<u>DESCRIPTION OF SERVICES</u> .....	28

Issued: June 7, 2012

Effective: June 8, 2012

By: Dan Mell  
Chief Financial Officer  
Voicecom Telecommunications, LLC  
5900 Windward Parkway, Suite 500  
Alpharetta, Georgia 30005  
(770) 325-8000

3.1	<u>Description of Services</u> .....	28
3.2	<u>Timing of Calls</u> .....	30
4	<u>RATES</u> .....	31
4.1	<u>Return Check Charge</u> .....	31
4.2	<u>Late Payment Charge</u> .....	31
4.3	<u>Reconnection Fee</u> .....	31
4.4	<u>Promotions</u> .....	31
4.5	<u>Miscellaneous Rates and Charges</u> .....	31
4.6	RESERVED FOR FUTURE USE.....	32
4.7	<u>Conference Calling Service Rates</u> .....	32
4.8	<u>Calling Card Rates</u> .....	32
4.9	<u>Intelliverse Personal Assistant Service Rates</u> .....	33
4.10	RESERVED FOR FUTURE USE.....	33
4.11	RESERVED FOR FUTURE USE.....	33
4.12	RESERVED FOR FUTURE USE.....	33
4.13	<u>Payphone Compensation Surcharge</u> .....	33
4.14	RESERVED FOR FUTURE USE.....	33
4.15	<u>Directory Assistance</u> .....	33
4.16	<u>Rates for Hearing or Speech Impaired</u> .....	33
4.17	<u>Application Periods</u> .....	34
4.18	<u>Computation of Charges</u> .....	34
5	<u>MARKETING STATEMENT</u> .....	35

---

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page on file with the South Carolina Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier communications service by Voicecom Telecommunications, LLC (hereinafter referred to as the "Company") within the State of South Carolina.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.



## 1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

### Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

### Agent

“Agent” means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company’s behalf.

### Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

### Calling Card

“Calling Card” means a telephone calling card (other than a Prepaid Calling Card) which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agent, and (iii) permits a User to use the Services, as further described at Section 3.1 hereof.

### Carrier

“Carrier” means a communications common carrier authorized by the Commission or by the FCC to provide communications service to the public.

### Commission

“Commission” means the South Carolina Public Service Commission.

### Credit(s)

“Credit(s)” has the meaning set forth in Section 2.22 hereof.

**1     TECHNICAL TERMS AND ABBREVIATIONS (cont.)**

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.22 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Service pursuant to Section 2.10 hereof.

Customer

“Customer” means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, or (ii) accesses the Service by dialing the Company’s Access Code.

Day

“Day” means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

“Evening” means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any regulatory, judicial, administrative, or other domestic federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company, over any Other Provider, or over the provision of Services hereunder.

**1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)**

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

“LEC” means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Minimum Service Period (“MSP”)

“Minimum Service Period” (“MSP”) means the minimum period of time during which a Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend (“N/Wkd”)

“Night/Weekend” or “N/Wkd” means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

**1     TECHNICAL TERMS AND ABBREVIATIONS (cont.)****ORS**

“ORS” means the Office of Regulatory Staff.

**Other Providers**

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

**Performance Failure**

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

**Prepaid Calling Card**

“Prepaid Calling Card” means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

**Regulation(s)**

“Regulation(s)” means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

**Resp-Org**

“Resp-Org” or “Responsible Organization” shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System (“SMS”) database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

**1      TECHNICAL TERMS AND ABBREVIATIONS (cont.)**

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s communications common carrier service(s) provided under this Tariff.

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Service hereunder.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Telecommunications

“Telecommunications” means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Service, either at Customer’s request, or by the Company in accordance with Regulations

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

## 2 RULES AND REGULATIONS

The Company is a reseller of intrastate communications common carrier services.

### 2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers' services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment or Deposit.
- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Service in excess of any applicable Credit Limit or advance payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

### 2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

---

**2      RULES AND REGULATIONS (cont.)**

**2.3      Compliance**

2.3.1      The Services may not be used for any unlawful purpose whatsoever.

2.3.2      The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

**2.4      Abuse**

Abuse of the Services is prohibited. The following activities constitute abuse:

2.4.1      Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or

2.4.2      Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or

2.4.3      Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or

2.4.4      Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:

2.4.4.A      With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or

2.4.4.B      Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

**2.5      Call Blocking**

Notwithstanding any other provision of this Tariff, the Company may block calls which: (i) are made to or from certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

---

**2      RULES AND REGULATIONS (cont.)**

**2.6      Billing and Payments**

- 2.6.1    Except as otherwise provided herein, charges for Services will be billed to Customer, either directly or indirectly via third-party billing arrangements (e.g., LEC, credit card company), on (i) a monthly (30 day) basis, in arrears, based on the Users' actual usage, or (ii) a more frequent basis (e.g., daily or weekly), in arrears, based on the User's consumption of Service in excess of any applicable Credit Limit. Discounted rates set forth in Section 4 hereof may be available to Customers who utilize the Company's direct billing option.
- 2.6.2    All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.6.3    Late payment charges may be applied as allowed pursuant to Commission Regulations which provide that a maximum one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late payment charge may be imposed.
- 2.6.4    Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Calling Card Services are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.



---

**2      RULES AND REGULATIONS (cont.)**

**2.6      Billing and Payments (cont.)**

2.6.5      Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective five (5) business days following the date of Company's receipt of Customer's Termination notice. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is deemed to be conclusively correct and binding upon the Customer.

2.6.6      Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997, an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's Services. This charge is in addition to standard tariffed usage charges and any applicable charges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol). Whenever possible, the Payphone Compensation Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Compensation Surcharge may be billed on a subsequent invoice after the Company has obtained information from an Other Provider that the originating station is an eligible pay telephone. The Payphone Compensation Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**2      RULES AND REGULATIONS (cont.)**

**2.7      Taxes**

2.7.1    All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Section 2.7.2 hereof, are not included in any quoted rates described or contained in this Tariff.

**2.8      Advance Payments**

The Company may charge in advance for services which have monthly recurring charges. Any advance payment is solely limited to the aforementioned and will be applied on a non-discriminatory basis. The purpose of this form of advance payment will not be used for security purposes of what is deemed a high risk customer. The Company may protect itself through the utilization of the provisions for Customer deposits outlined in the Commission's Rules and Regulations. This is addressed in Subsection 2.9 of this tariff.

## 2 RULES AND REGULATIONS (cont.)

### 2.9 Deposits

The Company may require from any Customer or from any applicant for Service, a deposit intended to guarantee payment of bills for service, if any of the following conditions exists:

- 2.9.1 the Customer's or applicant's past payment record to a telecommunications utility shows delinquent payment practice (*i.e.*, customer has had two (2) or more 30-day arrearages in the past twenty-four (24) months, or customer has been sent two (2) or more late payment notices in the past nine (9) months);
- 2.9.2 the Customer has no deposit and Customer's payment record to Company shows delinquent payment practice (*i.e.*, has had two (2) or more 30-day arrearages, in the past twenty-four (24) months, or customer has been sent two (2) or more late payment notices in the past nine (9) months), or
- 2.9.3 the Customer or applicant cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor who is a customer of the Company within the State of South Carolina to guarantee payment;
- 2.9.4 the Customer's gross monthly billing increases;
- 2.9.5 the Customer or applicant has had his/her service terminated by any telecommunications utility for non-payment or fraudulent use; or
- 2.9.6 Company determines, through use of commercially acceptable methods, that the Customer's or applicant's credit and financial condition so warrants.

A new customer may be required to provide the Company with such a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary. An existing customer may be required to provide the Company with such a security deposit, in cash or cash-equivalents, in an amount not to exceed the total actual bills of the highest two (2) consecutive months within the preceding six (6) months, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary. Any such cash deposit required of a new or existing customer will bear simple interest at a rate of three and one half percent (3.5%) per annum or at such other rate as may be determined by the Commission. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit required under this Section 2.9.

---

**2      RULES AND REGULATIONS (cont.)**

**2.10      Credit Limit**

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

**2.11      Indemnification by Customer**

2.11.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.11.1.A      Libel or slander resulting from any use of the Services provided to any User hereunder;

2.11.1.B      Infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted: (a) by any User, or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.11.1.C      Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

**2.12      Customer Premises Equipment ("CPE")**

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

---

**2      RULES AND REGULATIONS (cont.)**

**2.13      Interconnection**

- 2.13.1    The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2    Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3    Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Suppliers, or with the provision or use of similar services provided by the Company or by Other Suppliers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Customer must ensure:
  - 2.13.3.A      that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
  - 2.13.3.B      that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;
  - 2.13.3.C      that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and
  - 2.13.3.D      that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.
- 2.13.4    Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

---

**2      RULES AND REGULATIONS (cont.)**

**2.14      Title**

Title to any and all equipment or facilities provided by the Company under this Tariff will remain in the Company.

**2.15      Interruption**

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

**2.16      Assignment or Transfer**

Customer may not transfer, assign or otherwise convey the use of the Company's Services or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the Service or facilities. All regulations and conditions pertaining to the Services contained in this Tariff shall apply to all such permitted assignees or transferees.

**2      RULES AND REGULATIONS (cont.)**

**2.17      Discontinuation**

2.17.1. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.17.1.A by order or request of a Governmental Authority;

2.17.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation, violation of the provisions of this Tariff or of any other Regulations by the Customer, by any other User, or by any other person;

2.17.1.C the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder;

2.17.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company; or

2.17.1.E for failure of the Customer to pay a bill for service when due;

2.17.1.F for failure of the Customer to meet the company's deposit and credit requirements;

2.17.1.G for failure of the Customer to make proper application for Service;

2.17.1.H for Customer's breach of this Tariff; or

2.17.1.I as otherwise permitted by applicable Regulations.

2.17.2. Before being disconnected, Customer may file unresolved disputes with the ORS:

Office of Regulatory Staff  
Consumer Services Division  
1401 Main Street, Suite 900  
Columbia, South Carolina 29201  
Tel: 803-737-5230  
Toll Free Number: 1-800-922-1531  
Fax: 803-737-4750

**2 RULES AND REGULATIONS (cont.)**

**2.17 Discontinuation (cont.)**

2.17.3. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion and without notice Terminate Service without incurring any liability therefor whatsoever, subject to any applicable Regulations, for any of the following reasons:

2.17.3.A in the event of tampering with the Company's equipment;

2.17.3.B in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or

2.17.3.C in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

**2.18 Restoration of Services**

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

**2.19 Disclaimer**

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.**



**2      RULES AND REGULATIONS (cont.)**

**2.20      Limitation of Liability**

- 2.20.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof.
- 2.20.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.20.1 hereof.
- 2.20.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.20.1 hereof.
- 2.20.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.20.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.20.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

---

**2      RULES AND REGULATIONS (cont.)**

**2.21      Indemnification**

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.21 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.21 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.22      Credits and Credit Allowances**

2.22.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.22.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours (for the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.

## 2 **RULES AND REGULATIONS (cont.)**

### 2.22 **Credits and Credit Allowances (cont.)**

2.22.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Other Provider. Any other provision of this Section 2.22 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.22.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

### 2.23 **Minimum Service Period**

The Minimum Service Period will be for the term specified in Customer's Service Order (if any).

### 2.24 **Calling Card Services**

Subject to the limitations set forth in Regulation Z or any other applicable Regulation, the Customer shall be solely responsible for any and all charges for calls (including without limitation any fraudulent or unauthorized calls) made using the Company's Calling Card Service.

### 2.25 **Contract Service Arrangements**

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff ("ICB Contract"). The terms of each ICB Contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the ICB Contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

---

**2      RULES AND REGULATIONS (cont.)**

**2.26      Force Majeure**

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

**2.27      Customer Premises**

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

**2.28      Full Force and Effect**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.29      Cooperation**

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

**2.30      Governing Law**

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

### 3 DESCRIPTION OF SERVICES

#### 3.1 Description of Services

Services consist of (i) Conference Calling Service, (ii) Calling Card Service, and (iii) Intelliverse Personal Assistant Service, as described herein. Services may be originated from any location points within the State of South Carolina. Enhanced service features are contained in this Tariff for informational purposes only. Enhanced Services are not offered pursuant to this Tariff.

##### 3.1.1 RESERVED FOR FUTURE USE

##### 3.1.2 Conference Calling Service

Voicecom's Conference Calling Service provides Customers with a reservationless service allowing them to conduct multi-party calls on demand. Customers are provided with a toll-free and local access number and a personalized conference ID and PIN for use with the service. Customers may access their conference service at any time by dialing one of the access numbers, entering their conference ID and authenticating their PIN. The Customer may invite others to the call by distributing the access number and conference ID. Once the callers dial the access number and enter the conference ID, they are connected with the Customer and all other callers who have dialed in at that time.

##### 3.1.3 Calling Card Service.

Voicecom's Calling Card Services are branded Intelliverse Calling Card. Customers may utilize Voicecom's Calling Card Services to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched telecommunications calls between points within the State of South Carolina. Calling Card Services are subject to the following terms and conditions.

3.1.3.A Unit Value. Calling Card Services may be obtained from the Company, from Agents or from Customers at various per-minute rates as set forth in Section 4.8, exclusive of all taxes. All Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

**3      DESCRIPTION OF SERVICES (cont.)**

**3.1      Description of Services (cont.)**

**3.1.3.B      Other Conditions of Service**

- 3.1.3.B.1      Calling Card calls to 700, 800, 888, 877, 900, 950, 976 and other similar numbers will not be completed.
- 3.1.3.B.2      Calling Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- 3.1.3.B.3      Calling Cards may not be used to make third party billed calls and person-to-person calls.
- 3.1.3.B.4      The Company will credit the account of a User's Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- 3.1.3.B.5      Calling Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- 3.1.3.B.6      Calling Card charges include per minute usage charges and may also include a per call service charge as set forth in Section 4.8.

**3.1.4      Intelliverse Personal Assistant Service.**

The Company's Intelliverse Personal Assistant Service provides a Customer with a unique 800, 888 or 877 Access Code by which the customer may be reached toll free by callers. Upon receiving a call to a Customer's personal assistant Access Code, the Intelliverse Personal Assistant Service attempts to locate the Customer at certain designated telephone numbers. In addition, the Intelliverse Personal Assistant Service permits Customers to obtain access to voice and facsimile mail services, long distance services, conference calling services and information services.

**3     DESCRIPTION OF SERVICES (cont.)**

3.1     Description of Services (cont.)

3.1.5   RESERVED FOR FUTURE USE

3.1.6   RESERVED FOR FUTURE USE

3.1.7   RESERVED FOR FUTURE USE

3.2     Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon the total time the User actually uses the Services (rounded to the increments set forth in Section 4).

#### 4 RATES

##### 4.1 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

##### 4.2 Late Payment Charge

A maximum of one and one half percent (1/5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billing for 900 and 900-type charges or non-regulated items is excluded from the balance on which a late fee may be imposed.

##### 4.3 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

##### 4.4 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations. All promotions will be filed with the Commission and ORS in the format of a transmittal letter. Promotions will not be published in the Company's tariff.

##### 4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, Telecommunications Relay Service and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.



4 **RATES (cont.)**

4.6 RESERVED FOR FUTURE USE

4.7 **Conference Calling Service Rates**

4.7.1 The following rates apply to Voicecom's Conference Calling Service. Users are billed at a flat rate per minute for every caller that has dialed in and entered the Customer's Conference ID. Usage is billed in whole minute increments with a minimum call duration for billing purposes of one (1) minute.

4.7.1.A **Conferencing Rate**

	Usage Charges	Per Call Surcharge
Conferencing	\$0.15/min.	\$0.00

4.8 **Calling Card Rates**

4.8.1 **Intelliverse Calling Card Rates.** Intrastate, long distance calls (i) are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge, a monthly minimum usage charge, or both. Users' billing and payment options include (i) major credit card, (ii) bank checking account draft, or (iii) third party billing company (e.g., local exchange carrier) invoice.

4.8.2 **Intelliverse Calling Card Rates.**

4.8.2.A Monthly Charge: \$ 0

4.8.3 B Long Distance Charges:

	Per Minute Charge	Per Call Charge
Rate Plan 1	\$0.25	N/A

#### 4 RATES (cont.)

#### 4.9 Intelliverse Personal Assistant Service Rates

Intelliverse Personal Assistant Services are billed to the Customer's account via direct billing or via a major credit card in one (1) minute increments with a minimum billing period of one (1) minute. The following rates apply to the Intelliverse Personal Assistant Services:

4.10.1 Monthly Charge: \$19.95

#### 4.11.2 Long Distance Charges:

	Per Minute Rate	Surcharge per call
Plan 1	\$0.250	\$0.000

#### 4.12 RESERVED FOR FUTURE USE

#### 4.13 RESERVED FOR FUTURE USE

#### 4.14 RESERVED FOR FUTURE USE

#### 4.15 Payphone Compensation Surcharge

Customer dialed 800, 888, 877 and “101-XXXX” calls originated from pay telephones to obtain access to the Company’s Services may incur a per-call surcharge of up to \$0.50.

4.16 RESERVED FOR FUTURE USE

#### 4.17 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.65 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

#### 4.18 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit in an amount of 25% of the regularly billed charges under Section 2.6 for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

**4**     **RATES (cont.)**

4.19     **Application Periods**

The following application periods apply to the rates established in this Section 4.

MON.   TUES.   WED.   THU.   FRI.   SAT.   SUN.

8:00 AM  
to                      Day Rate Period                      N/Wkd  
5:00 PM |-----|-----|-----|-----|-----|-----|

5:00 PM  
to                      Evening Rate Period                      N/Wkd   Eve.  
11:00 PM |-----|-----|-----|-----|-----|-----|

11:00 PM  
to                      Night/Weekend Rate Period  
8:00 AM |-----|-----|-----|-----|-----|-----|

4.20     **Computation of Charges**

4.20.1   Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth in Sections 3.1 and 4.   Where answer supervision is available, the time of each call begins as set forth in Subsection 4.18.2 below, and ends when the calling party disconnects.   In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

4.20.2   Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Other Provider.   The Company will not knowingly bill any Customer for unanswered calls.   Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision.   Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

**5      MARKETING STATEMENT**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with the provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.